

STATE MS.-DE SOTO CO.
FILED

APR 19 2 50 PM '00

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Daniel F. McIntosh, Esquire
LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.
 c/o Keren Baki
 3922 Coconut Palm Drive, Suite 102
 Tampa, Florida 33619
 (813) 222-1457

BK 1205 PG 763
W.F. DAVIS CIL CLK.**ASSIGNMENT OF MORTGAGE LOAN DOCUMENTS**

FOR VALUE RECEIVED THIS ASSIGNMENT (the "Assignment") is executed and delivered by the undersigned, **NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Indenture Trustee** under that certain indenture dated as of August 15, 1999 (as amended, modified and/or supplemented from time to time, the "F6 Indenture") whose address is Sixth and Marquette Avenue, MAC N9311-161, Minneapolis, Minnesota 55479 and **CNL FINANCIAL VI, LP**, a Delaware limited partnership, whose address is 103 Foulk Road, Suite 207, Wilmington, Delaware 19803 (which foregoing entities are hereinafter collectively referred to as the "Assignors") in favor of **CNL Funding 99-1, LP**, a Delaware limited partnership, whose address is 103 Foulk Road, Suite 202, Wilmington, Delaware 19803 (hereinafter referred to as the "Assignee").

WHEREAS, CNL FINANCIAL VI, LP, a Delaware limited partnership, is the owner of a certain mortgage loan ("Mortgage Loan") more particularly identified as follows:

That certain secured loan in the original cumulative principal amount of \$938,000.00 to **VALENTI MID-SOUTH REALTY, LLC**, a Tennessee limited liability company, and **VALENTI MID-SOUTH MANAGEMENT, LLC**, a Tennessee limited liability company ("Borrower"), as evidenced by the documents identified in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Mortgage Loan Documents"), with the real property referenced in the Mortgage Loan Documents being described as set forth in Exhibit "B" attached hereto and by this reference made a part hereof;

NOW THEREFORE, CNL FINANCIAL VI, LP and **NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Indenture Trustee** under that certain indenture dated as of August 15, 1999, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, do hereby assign, transfer, set over, release, quitclaim and otherwise grant and convey to Assignee, and their successors and assigns forever, without recourse, all of their rights, title and interest in, to, and under the Mortgage Loan, together with all their rights, title and interest in, to and under the Mortgage Loan Documents.

Neither the Mortgagor under the Mortgage Loan Documents nor its successors, assigns, grantees nor any other persons or entities has as of the date hereof notified Assignors of, nor is any Assignor aware of, any defense to the validity or enforceability of the Note, the Mortgage or the Mortgage Loan

WHEREAS, in its capacity as Indenture Trustee under the F6 Indenture, NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby does transfer, assign, set over, quitclaim, and otherwise grant and convey all of its right, title and interest in the Mortgage Loan and the Mortgage Loan Documents to CNL FINANCIAL VI, LP for the purpose of terminating the Collateral Assignment and any interest it has had as Collateral Assignee; and

WHEREAS, CNL FINANCIAL VI, LP, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, does hereby assign, transfer, set over, release, quitclaim and otherwise grant and convey to Assignee, and its successors and assigns forever, without recourse, all of its right, title and interest in, to, and under the Mortgage Loan, together with all its right, title and interest in, to and under the Mortgage Loan Documents.


Neither the Mortgagor under the Mortgage Loan Documents nor its successors, assigns, grantees nor any other persons or entities has as of the date hereof notified Assignors of, nor is any Assignor aware of, any defense to the validity or enforceability of the Note, the Mortgage or the Mortgage Loan Documents. The persons executing this Assignment on behalf of Assignors have full power and authority to do so.

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed in manner and form sufficient to bind them as of the 11 day of November, 1999.

Signed, sealed and delivered
in the presence of:




Kurt Forrest Brewer



Lorrie Richards

**NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION**, as
Indenture Trustee under the F6 Indenture

By: 

LESLIE GASKILL, Vice President

(CORPORATE SEAL)

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **LESLIE GASKILL**, as Vice President of **NORWEST BANK, MINNESOTA, NATIONAL ASSOCIATION**, the person who executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said National Association, and that (s)he executed the same as the act of such entity for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 11 day of November, 1999.

(NOTARY SEAL)

AARON R. PAM
Notary Public, State of New York
County of Kings
My Commission Expires July 15, 1999
No. 01PA5013112 2001

Aaron R. Pam
Notary Signature

Printed Name _____
Notary Public - State of _____
Commission No.: _____
My Commission Expires: _____

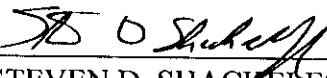
Signed, sealed and delivered
in the presence of:

CNL FINANCIAL VI, LP, a Delaware
limited partnership

By: CNL FINANCIAL VI, INC., a
Delaware corporation, as its General
Partner


Name: Kurt Forrest Brewer


Name: Lorrie Richards

By: 
STEVEN D. SHACKELFORD,
Chief Financial Officer

(CORPORATE SEAL)

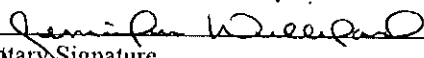
STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Steven D. Shackelford, as Chief Financial Officer of CNL FINANCIAL VI, INC., a Delaware corporation, as general partner of CNL FINANCIAL VI, LP, a Delaware limited partnership, the person who executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and limited partnership, and that (s)he executed the same as the act of such corporation as general partner of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 11 day of November, 1999.

(NOTARY SEAL)

JENNIFER WILLIFORD
Notary Public, State of New York
No. 01W16015931
Qualified in Bronx County
Commission Expires Nov. 09, 2000


Notary Signature

Printed Name _____
Notary Public - State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

CNL FINANCIAL VI, LP

\$938,000.00 LOAN TO
 VALENTI MID-SOUTH REALTY, L.L.C.,
 A TENNESSEE LIMITED LIABILITY COMPANY, AND
 VALENTI MID-SOUTH MANAGEMENT, L.L.C.,
 A TENNESSEE LIMITED LIABILITY COMPANY
 SITE 322, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI

FUNDING DATE: OCTOBER 15, 1999

1. Promissory Note for \$938,000.00.
2. Allonge dated October 11, 1999 from CNL APF Partners, LP, CNL Financial VI Holdings, LP and CNL Financial VI, LP, in favor of Norwest Bank Minnesota, N.A., as Indenture Trustee.
3. Deed of Trust from Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC to CNL APF Partners, LP recorded October 28, 1999, at 1:07 p.m., Book 1160, Page 655, Public Records of DeSoto County, Mississippi.
4. Assignment of Mortgage Loan Documents executed by CNL APF Partners, LP, CNL Financial VI Holdings, LP, and CNL Financial VI, LP in favor of Norwest Bank Minnesota, N.A., as Indenture Trustee recorded October 28, 1999, at 1:09 p.m., Book 1160, Page 689, Public Records of DeSoto County, Mississippi.
5. UCC-1 Financing Statement with Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC, as Debtors, and CNL APF Partners, LP, as Secured Party (as assigned therein to Norwest Bank Minnesota, N.A., as Indenture Trustee) recorded October 28, 1999, File/Document No.: 259-10-99, Public Records of DeSoto County, Mississippi.
6. UCC-1 Financing Statement with Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC, as Debtors, and CNL APF Partners, LP, as Secured Party (as assigned therein to Norwest Bank Minnesota, N.A., as Indenture Trustee) filed with the Mississippi Secretary of State on November 4, 1999, File/Document No. 01377452.
7. UCC-1 Financing Statement with Valenti Mid-South Realty, LLC and Valenti Mid-South Management, LLC, as Debtors, and CNL APF Partners, LP, as Secured Party (as assigned therein to Norwest Bank Minnesota, N.A., as Indenture Trustee) filed with the Tennessee Secretary of State on November 12, 1999, File/Document No. 992-053207.
8. Guaranty by Valenti Florida Realty, Inc., a Florida corporation, and Valenti Florida Management, Inc., a Florida corporation..

9. Assignment of Development Rights, Contracts, Permits, Etc. dated October 11, 1999.
10. Assignment of Warranties dated October 11, 1999.
11. Management Agreement by and between Valenti Florida Management, Inc. and Valenti Mid-South Management, L.L.C.
12. Collateral Assignment of Management Agreement by Valenti Mid-South Realty, L.L.C. and Valenti Mid-South Management, L.L.C.
13. Managers' Consent and Subordination to Collateral Assignment of Management Agreement.
14. Loan Closing Statement.
15. Lawyers Title Insurance Company commitment #3022.
16. Lawyers Title Insurance Company Loan Policy G47-0019457, with Applicable Endorsements.
17. Attorney Opinion Letter (corporate opinion), by Evan D. Coobs, Esquire of Meyer, Capel, Hirschfeld, Munch, Jahn & Aldeen, P.C.
18. Attorney Opinion Letter (enforceability), by Charles S. Tindall, III, Esquire of Lake Tindall, LLP. (Mississippi)
19. As-built survey dated October 28, 1999 (to be provided post closing)
20. Commitment letter dated August 2, 1999, and Assignment and Assumption dated October 11, 1999.

"EXHIBIT B"

\$938,000

116 400 4411

LEGAL DESCRIPTION

PARCEL I: A parcel of land located in the Southwest Quarter of Section Thirteen (13), Township One (1) South, Range Eight (8) West, containing 1.23 acres, more or less, and being more particularly described as follows, to-wit: COMMENCING at a concrete ROW monument, said ROW monument being 280.0 feet left of centerline station 1724 + 85 of Interstate I-55; run thence South 40 degrees 11 minutes, 37 seconds West on and along the Westerly ROW line of said I-55 for a distance of 102.96 feet to a concrete ROW monument; thence South 88 degrees, 19 minutes, 17 seconds West on and along the Northerly ROW line of State Line Road for a distance of 348.99 feet to a concrete ROW monument; thence South 23 degrees, 32 minutes, 00 seconds West for a distance of 66.21 feet to a point; thence South 79 degrees, 21 minutes, 55 seconds West for a distance of 74.02 feet to a nail in the asphalt pavement of State Line Road; thence South 89 degrees, 45 minutes, 19 seconds West for a distance of 214.40 feet to a nail in the asphalt pavement of said State Line Road; thence North 00 degrees, 32 minutes, 49 seconds, East for a distance of 40.00 feet to a 3/4-inch iron pipe, said pipe being located in the Northerly ROW line of State Line Road and also being the Point of Beginning of the lands hereby conveyed; thence North 00 degrees, 32 minutes, 49 seconds East for a distance of 250.09 feet to a 3/4-inch iron pipe; thence North 89 degrees, 44 minutes, 49 seconds East for a distance of 214.40 feet to a 3/4-inch iron pipe, said pipe being at the top of a wooden retaining wall; thence South 00 degrees, 32 minutes, 38 seconds West a distance of 250.05 feet to a 3/4-inch iron pipe, said pipe being at the toe of a wooden retaining wall, said pipe likewise being a point on the Northerly ROW line of said State Line Road; thence South 89 degrees, 45 minutes, 39 seconds West a distance of 214.41 feet to the aforesaid Point of Beginning, and being the same property conveyed to Wendy's International, Inc., by Deed from Chevron, U.S.A., Inc., recorded in Warranty Deed Book 145, Page 353, in the office of the Chancery Clerk of DeSoto County, Mississippi, LESS AND EXCEPT that part of the above described property conveyed to John Hynehan by Limited Warranty Deed appearing of record in Warranty Deed Book 197, Page 218, in said Chancery Clerk's office, being more particularly described as follows, to-wit: A parcel of property lying in the Southwest Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, being more particularly described as follows: Starting at the intersection of the North line of State Line Road (60 feet wide) and the East line of Southview Street (50 feet wide); thence, running North 89 degrees 39' 18" East along the

LEGAL DESCRIPTION (cont.)

North right of way line of State Line Road for a distance of 125.0 feet to the Point of Beginning, said point being the Southeast corner of a lot owned by Wendy's International, Inc.; thence, running North 0 degrees 32' 49" East along the East line of the lot owned by Wendy's International, Inc. for a distance of 250.0 feet to the Northeast corner of said Wendy's lot; thence, running North 89 degrees 38' 39" East along a line for a distance of 89.27 feet to a point; thence, running South 0 degrees 34' 32" West along a line for a distance of 250.02 feet to a point on the North right of way line of State Line Road; thence, running South 89 degrees 39' 18" West along said right of way line for a distance of 89.14 feet to the Point of Beginning, containing 0.51 acres.

PARCEL II: That certain ad site and easement for ingress-egress acquired by Standard Oil Company by Deed dated July 13, 1967, and recorded in Book 71, Page 96, of the Warranty Deed Records of DeSoto County, Mississippi, more particularly described as follows, to-wit: Beginning at a stake in the northeast corner of the Mathis Tract, said stake being at the intersection of old Hudgens Road and Tennessee-Mississippi State Line as occupied; thence West along said State Line 60 feet to an iron pin; thence South and parallel to the East Line of said Mathis tract 10 feet to an iron pin; thence East and parallel to said State Line 60 feet to an iron pin in the East line of said Mathis tract; thence North with said Mathis East line 10 feet to the point of beginning and containing 600 square feet.

And Also, a twenty foot right of way and easement for ingress and egress in said Section described as follows, to-wit: Beginning at a concrete right of way marker, said marker being 280 feet left of the Centerline Station 1724 + 85 of Interstate Highway I-55; thence Northeasterly along said Highway right of way 355 feet to a point in the center of old Hudgens Road (now abandoned), said point also being the southwest corner of the Watson tract; thence North along the center of said old Hudgens Road and the West line of said Watson tract 635.6 feet to an iron pin, said pin being 10 feet south of the Tennessee-Mississippi State Line as occupied; thence Westerly and parallel to said State Line 20 feet to a point; thence South and parallel to said Watson west line 635.6 feet to a point; thence southwesterly and parallel to the

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VALENTI
\$938,000
116 400 4411

LEGAL DESCRIPTION (cont.)

Also, rights of Wendy's International, Inc., under and by virtue of Easement Agreement between R.E. Cox and Wendy's International, Inc., dated September 6, 1985, recorded in Book 180, Page 444, of the Right of Way Deed Records of DeSoto County, on file in the office of the Chancery Clerk of DeSoto County, Mississippi.